

MEMORANDUM OF AGREEMENT
PROVIDING RADIO VOICE TONING OR PAGING
FOR EMERGENCY RESPONSES

THIS AGREEMENT is entered into by and between the Cochise County Sheriff, a body politic (hereinafter "Sheriff" or "Sheriff's Office"), and the Sundance Fire and Rescue, Inc., a private, nonprofit fire department located in Cochise County (hereinafter "Sundance") (collectively hereinafter "the Parties"). This Agreement contains all the terms and conditions agreed to between the Parties. All rights and obligations of the Parties shall be governed by the terms of this document. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

A. PURPOSE:

The purpose of this Memorandum of Agreement ("MOA") is to set forth the terms and mutual understandings between the Cochise County Sheriff's Office and Sundance Fire and Rescue, Inc., regarding the management and responsibility of notification through radio and/or telephone contact for emergency situations. This MOA provides a documented understanding between the Sheriff's Office and Sundance of the mutual rights and responsibilities of each entity. The Parties hereby agree and understand that the Radio Voice Toning or Paging is not a dispatch system; it is a Radio Noise toning or paging system which involves a Communications Officer to initiate an individual tone using CMA2 as the frequency and broadcast necessary information to the appropriate Fire Agency. This information is relayed as a result of emergency calls for service such as fires and/or accidents that are reported to the Cochise County Sheriff's Office via 9-1-1 or other telephonic or radio communication means.

B. AUTHORITY:

WHEREAS, pursuant to A.R.S. § 11-441, the Cochise County Sheriff is granted broad responsibilities with respect to law enforcement; and

WHEREAS, pursuant to those responsibilities the Cochise County Sheriff maintains a communications facility for the purpose of receiving requests for assistance and dispatching law enforcement with respect to said requests; and

WHEREAS the parties wish to enter into this agreement for provision of Voice Toning and Paging for emergency responses,

NOW, THEREFORE, the Parties undertake and accept the terms as contained in this agreement.

C. RESPONSIBILITIES:

1. The Cochise County Sheriff's Office:

- i. Will ensure that all calls for service are documented appropriately within the Spillman system and such information will be relayed via radio tones and/or telephone contact to Sundance.
- ii. Will acknowledge any units who reply to the call for service and document into the call for service.
- iii. Will ensure that radio communications and communications systems are functioning correctly from the Sheriff's Office utilizing the appropriate frequency.
- iv. Will abide by all Federal and State laws and Sheriff's Office policies and procedures and ensure all others listed in this MOA will adhered to them as well.

2. Sundance Fire and Rescue, Inc.:

- i. Will ensure that calls for service are acknowledged in a timely manner utilizing the appropriate radio frequency.
- ii. Will notify the Cochise County Sheriff's Office if there are no units available to respond which will be documented on the call for service and attempts for alternative resources will be undertaken by the Sheriff's Office.
- m. Will hire, either in a volunteer or paid status, personnel to assume the role of Communications Officer within their organization to document radio traffic and make additional requests for resources through that person.
- iv. Will ensure that there is no false expectation of the Cochise County Sheriff's Office providing full Communications Officer (Dispatching) services with a modification to this Agreement with fee options outlined.

- v. Will ensure that any/all communications equipment or device is purchased and maintained separate apart from any Cochise County Sheriff's Office equipment, with all costs being borne by Sundance.
- vi. Will maintain a Fire Department status without becoming a "for profit" entity, a fact which would impact this Agreement.
- vii. Will abide by all Federal and State laws and Sheriff's Office policies and procedures and ensure all others listed in or subject to this MOA will adhere to them as well.

D. TERM:

This MOA shall become effective when signed by all parties. The term of this MOA shall be for one (1) year and shall be automatically renewed for four (4) successive one (1) year periods unless a party notifies the other party in writing, to the address listed below, of its intent not to renew the MOA for the upcoming year. Such notice must be made not later than thirty (30) days before the automatic renewal date.

E. TERMINATION:

This MOA may be terminated for any reason by any party upon sixty (60) days written notice by either party or by mutual agreement of the parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail. Provided, however, that in the event that the Cochise County Sheriff's Office reasonably believes that the security of the system is endangered by any of the arrangements under this MOA which cannot be remedied in a timely manner, in its sole discretion the Cochise County Sheriff's Office may terminate this MOA immediately upon notice to Sundance Fire and Rescue, Inc.

F. CANCELLATION FOR CONFLICT OF INTEREST:

This MOA may be cancelled pursuant to Arizona Revised Statutes 38-511, the pertinent provisions of which are fully incorporated herein by reference.

G. COMPLIANCE WITH NON-DISCRIMINATION LAWS:

To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act and the State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation, or national origin shall have equal access to employment opportunities.

H. AUDIT AND RECORDS:

Both parties agree to retain all accounts, reports, files, and other records relating to this Agreement for five (5) years after termination of this Agreement and to open such records for reasonable inspection and audit by the other party during that period.

I. NOTICE:

All notices or other correspondence between the parties required or permitted to be given hereunder shall be delivered to the persons listed herein and shall be deemed delivered (a) when actually received by said person(s) or (b) five (5) business days after deposit in the U.S. Mail, postage pre-paid, or email date/time stamped, whichever date is sooner.

Cochise County Sheriff's Office
Attn: Commander Mark Genz
205 N Judd Drive
Bisbee, AZ 85603

Sundance Fire Department
Attn: Chief Dana Law
[address]

J. GENERAL PROVISIONS:

1. The terms of this MOA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency, or organization.
2. This MOA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this MOA shall be made in writing and signed by the parties.
3. Should any part of this MOA be held to be invalid or void, the remainder of the MOA shall remain in full force and effect with those offending portions omitted.
4. This MOA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements, memoranda of agreement/understanding, and mandatory contract provisions of state agencies required by statute or executive order.
5. The headings used in this MOA are for convenience only and are not a substantive part of this MOA.

6. Neither party may assign a duty or responsibility under this MOA without prior written consent of the other party.

K. INDEMNIFICATION:

To the fullest extent permitted by law, Sundance Fire and Rescue, Inc., shall defend, indemnify and hold harmless the Cochise County Sheriff's Office, its volunteers or paid personnel from and against all tortuous claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, and the cost of appellate proceedings relating to, arising out of, or alleged to have resulted from the sole tortuous acts, errors, mistakes, or omissions of Sundance Fire and Rescue, Inc., its agents, officials, officers, and employees in its performance, work, or service under this MOA.


IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by the proper officers and officials.

DATED: 5/14/15



Mark Dannels, Sheriff
Cochise County Sheriff's Office

DATED: 5/12/15



Dana Law, Chief
Sundance Fire and Rescue, Inc.

REVIEWED BY:

DATED: _____

Chairman of the Board of Supervisors

APPROVED AS TO FORM:

DATED: 5-12-15



Lauri J. Owen, Deputy County Attorney